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EXAMINER

BAYAT, BRADLEY B

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte SHIGEYUKI KAWAI and KOJI ITO

Appeal 2008-0885
Application 09/720,079
Technology Center 3600

Decided: July 11, 2008

Before MURRIEL E. CRAWFORD, LINDA E. HORNER, and
MICHAEL W. O'NEILL, *Administrative Patent Judges*.

HORNER, *Administrative Patent Judge*.

DECISION ON APPEAL
STATEMENT OF THE CASE

Shigeyuki Kawai and Koji Ito (Appellants) seek our review under 35 U.S.C. § 134 of the final rejection of claims 18-40, which are all of the pending claims. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF DECISION

We REVERSE.

THE INVENTION

The Appellants' claimed invention is directed to electronic money systems and methods that allow a user who uses an installment payment plan to decide the amount each time the user makes a payment (Spec. 2).

Claim 18, reproduced below, is representative of the subject matter on appeal.

18. An electronic money system comprising:
- a plurality of electronic money terminals, an electronic money terminal of said plurality of electronic money terminals receiving electronic money log data from an electronic device, said electronic money log data including electronic money,
 - for the purchase of a commodity or the reception of a service, said electronic money terminal receiving a transaction amount and a payment method indication, said transaction amount being said purchase price of said commodity or the monetary value of said service, said payment method indication indicating payment of said transaction amount using said electronic money or installment payments,
 - wherein said electronic money terminal updates said electronic money log data with said transaction amount when said payment method indication indicates said payment by said installment payments,

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wherein said updated electronic money log
data is stored within said electronic money
terminal, and

wherein said electronic device stores said
updated electronic money log data.

THE REJECTION

The Appellants seek our review of the Examiner's rejection of
claims 18-40 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent
No. 6,058,382 to Kasai, issued May 2, 2000.

ISSUE

The issue before us is whether the Appellants have shown that the
Examiner erred in rejecting claims 18-40 as being anticipated by Kasai.
This issue turns on whether Kasai discloses a payment method indication
that indicates payment of a transaction amount using electronic money or
installment payments.

FINDINGS OF FACT

We find that the following enumerated findings are supported by at
least a preponderance of the evidence. *Ethicon, Inc. v. Quigg*, 849 F.2d
1422, 1427 (Fed. Cir. 1988) (explaining the general evidentiary standard for
proceedings before the Office).

1. Kasai discloses an electronic money holding device which makes it
possible to automatically perform a payment having an amount

payable and a due date both known from a contract beforehand (Kasai, col. 1, ll. 7-14).

2. Kasai discloses that the electronic money-holding device is an integrated circuit (IC) card (Kasai, col. 3, ll. 17-22).
3. An electronic money chip portion 11 of the IC card 10 holds a unique identification number and the balance of held electronic money and includes a central processing unit for executing a procedure for updating the balance (Kasai, col. 3, ll. 24-29).
4. The IC card also includes a contract data table 13 for storing payment data 15 for one or more contracts executed between a user of the IC card and a service provider (Kasai, col. 3, ll. 35-39).
5. The contract data table 13 includes information about the contract date, a contract merchandise name, an amount payable from the service buyer to the service provider, a due date for payment of that amount, and information indicative of whether an automatic payment is to be made (Kasai, col. 3, ll. 39-43).
6. Kasai discloses an automatic payment control procedure 17 performed by the user's computer 7 as a scheduled job at the time of first boot of the computer 7 every day or at a specified instant of time every day (Kasai, col. 4, ll. 57-61).
7. In the procedure 17, the computer 7 reads payment data 15 stored on the user's IC card 10 to determine whether any payments are due on that day (Figure 2, step 23) and the total amount payable is then paid to the service provider through an electronic money

payment process (Figures 2 and 3, step 29) (Kasai, col. 4, l. 64 – col. 5, l. 11).

8. As such, the payment control procedure disclosed in Kasai is automatically based on agreed upon contract amounts input into the payment table 15 of the IC card 10, so that the payment is automatically provided in the amount stated in the payment table on the due date.
9. While these payments may represent installment amounts on a contract, Kasai does not disclose that the electronic money terminal receives a payment method indication that indicates payment of a transaction amount using electronic money or installment payments.
10. As such, Kasai also fails to disclose updating electronic money log data with a transaction amount when the payment method indication indicates payment by installment payments.

PRINCIPLES OF LAW

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987).

ANALYSIS

The Appellants contend that while Kasai arguably teaches many of the limitations of independent claim 18, it fails to disclose “that for the purchase of a commodity or the reception of a service, electronic money terminal 7, 9 receive [sic] a transaction amount *and a payment method indication*” and “that the electronic money terminal 7, 9 updates the electronic money log data 11, 13 *with a transaction amount when the payment method indication indicates the payment by the installment payments*” (App. Br. 9-10) (emphasis in original).

Kasai discloses an electronic money-holding device, the IC card 10, which makes it possible to automatically perform a payment having an amount payable and a due date both known from a contract beforehand (Facts 1 & 2). An electronic money chip portion 11 of the IC card 10 holds a unique identification number and the balance of held electronic money and includes a central processing unit for executing a procedure for updating the balance (Fact 3). The IC card also includes a contract data table 13 for storing payment data 15 for one or more contracts executed between a user of the IC card and a service provider, including information about the contract date, a contract merchandise name, an amount payable from the service buyer to the service provider, a due date for payment of that amount, and information indicative of whether an automatic payment is to be made (Facts 4 & 5). Kasai discloses an automatic payment control procedure 17 performed by the user’s computer 7 as a scheduled job at the time of first boot of the computer 7 every day or at a specified instant of time every day

(Fact 6). In the procedure 17, the computer 7 reads payment data 15 stored on the user's IC card 10 to determine whether any payments are due on that day and the total amount payable is then paid to the service provider through an electronic money payment process (Fact 7). As such, the payment control procedure disclosed in Kasai is automatically based on agreed upon contract amounts input into the payment table 15 of the IC card 10, so that the payment is automatically provided in the amount stated in the payment table on the due date (Fact 8). While these payments may represent installment amounts on a contract, Kasai does not disclose that the electronic money terminal receives a payment method indication that indicates payment of a transaction amount using electronic money or installment payments, as recited in independent claim 18 (Fact 9). As such, Kasai also fails to disclose updating electronic money log data with a transaction amount when the payment method indication indicates payment by installment payments, as recited in independent claim 18 (Fact 10). Thus, we do not sustain the rejection of claim 18, or its dependent claims 19-30, as anticipated by Kasai.

Independent claim 31 similarly recites in its method the steps of receiving a payment method indication for payment of a service where the indication indicates payment of a transaction amount using electronic money or installment payments and updating electronic money log data with the transaction amount when the payment method indicates payment by installment payments. For the same reasons provided above in our analysis of claim 18, Kasai likewise fails to anticipate the subject matter of claim 31.

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As such, we do not sustain the rejection of claim 31 or its dependent claims 32-40.

CONCLUSION

We conclude the Appellants have shown that the Examiner erred in rejecting claims 18-40 under 35 U.S.C. § 102(e) as being anticipated by Kasai.

DECISION

The decision of the Examiner to reject claims 18-40 is reversed.

REVERSED

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